

# EXHIBIT

# K

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

CONNECTU LLC,

Plaintiff,

v.

C.A. No. 04-1923 (DPW)

MARK ZUCKERBERG, EDUARDO SAVERIN,  
DUSTIN MOSKOVITZ, ANDREW McCOLLUM,  
CHRISTOPHER HUGHES and THE FACEBOOK,  
INC.,

Defendants.

CERTIFIED  
COPY

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VOLUME 1

VIDEOTAPED DEPOSITION OF CONNECTU LLC

BY CAMERON H. WINKLEVOSS

Boston, Massachusetts

Tuesday, August 9, 2005

9:44 a.m. to 5:27 p.m.

Reported by:

Jessica L. Williamson, RMR, RPR, CRR  
Notary Public, CSR No. 138795

JOB NO. 36599

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1 VIDEOTAPED DEPOSITION OF CONNECTU LLC  
2 by CAMERON H. WINKLEVOSS, a witness called  
3 on behalf of the Defendant Mark Zuckerberg,  
4 Dustin Moskovitz, Andrew McCollum,  
5 Christopher Hughes and The Facebook, Inc.,  
6 pursuant to Rule 30(b)(6) of the Federal  
7 Rules of Civil Procedure, before Jessica L.  
8 Williamson, Registered Merit Reporter,  
9 Certified Realtime Reporter and Notary  
10 Public in and for the Commonwealth of  
11 Massachusetts, at the Offices of Proskauer  
12 Rose, LLP, One International Place, Boston,  
13 Massachusetts, on Tuesday, August 9, 2005,  
14 commencing at 9:44 a.m.

15  
16 A P P E A R A N C E S

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A P P E A R A N C E S, Continued

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ALSO PRESENT:

George Dobrentey, Videographer

09:44:59 1

MR. HORNICK: John Hornick and Troy

9:45:01 2

Grabow for the plaintiff, ConnectU.

3

4

CAMERON H. WINKLEVOSS,

5

a witness called on behalf of the Defendants

6

Mark Zuckerberg, Dustin Moskovitz, Andrew

7

McCollum, Christopher Hughes and The

8

Facebook, Inc., having first been duly

9

sworn, was deposed and testifies as follows:

10

11

DIRECT EXAMINATION

12

13

BY MR. CHATTERJEE:

9:45:10 14

Q. Mr. Winklevoss, thank you for coming today.

09:45:14 15

Do you understand that your deposition today

09:45:16 16

is you're testifying on behalf of ConnectU

09:45:19 17

LLC?

09:45:19 18

A. Yes.

09:45:19 19

Q. Have you ever had your deposition taken

09:45:21 20

before?

09:45:21 21

A. No.

09:45:22 22

Q. I'm going to go over some ground rules with

09:45:26 23

you, and I'm just going to ask you to make

09:45:29 24

sure you understand them. You may have gone

09:45:31 25

over them with your counsel before.

11:21:51 1 was helping Victor finish off part of the  
11:21:54 2 date side of the site. I believe he was  
11:21:58 3 helping him maybe with some of the back-end  
11:22:00 4 functionality of the website. Other than  
11:22:07 5 that, I can't comment specifically.

11:22:10 6 Q. Did you ever meet with Mr. Jackson?

11:22:11 7 A. I did.

11:22:13 8 Q. When was that meeting?

11:22:13 9 A. Roughly the same time. Again, I don't know  
11:22:15 10 the date. A lot of -- a lot of -- Victor  
11:22:18 11 would have brought Mr. Jackson up to speed  
11:22:20 12 in terms of the coding. I would have met  
11:22:23 13 him and, you know, introduced myself and  
11:22:25 14 told him that I appreciated his effort. But  
11:22:27 15 other than that, Victor was pretty much in  
11:22:30 16 charge of bringing him up to speed.

11:22:32 17 Q. And do you know if Mr. Mavinkurve or Tyler  
11:22:34 18 Winklevoss ever met with Joe Jackson?

11:22:37 19 A. I don't believe so. Mr. -- yeah, Mr.  
11:22:39 20 Mavinkurve would not have, and Tyler I  
11:22:42 21 don't -- Tyler may have met him, sort of  
11:22:44 22 introduced himself, but, again, not a  
11:22:46 23 meeting sort of in terms of coding and  
11:22:48 24 whatnot.

11:22:48 25 Q. So to the best of your recollection, you

11:22:51 1 only met with Joseph Jackson once or twice?  
11:22:55 2 A. Yeah. He was a -- he was not a heavy  
11:23:01 3 contributor. I think he helped Victor with  
11:23:04 4 one or two issues, and that was about it.

11:23:06 5 Q. And how much did you pay him?

11:23:09 6 A. I forget the hourly rate. I think it was  
11:23:12 7 fairly reasonable for a college level  
11:23:14 8 programmer. Again, it would be speculation.  
11:23:17 9 I would say we might have paid him a couple  
11:23:22 10 hundred dollars, if that.

11:23:23 11 Q. And was his hourly rate like \$20 an hour?

11:23:26 12 A. It might have been something in that  
11:23:27 13 ballpark, maybe a little bit less. Again,  
11:23:29 14 he's a junior in college -- or at that time  
11:23:32 15 I believe he was a junior. And that's about  
11:23:37 16 market rate, I would say.

11:23:39 17 MR. CHATTERJEE: Let me just check.  
11:23:41 18 How close are we to finishing on time?

11:23:43 19 THE VIDEOGRAPHER: We have 40  
11:23:44 20 minutes left on the tape.

11:23:50 21 MR. CHATTERJEE: Okay.

11:23:51 22 BY MR. CHATTERJEE:

11:23:51 23 Q. Did you ever tell Mr. Jackson he should keep  
11:23:54 24 the information confidential and not share  
11:23:55 25 it with others?

11:23:56 1 A. It was clear that he was on a contract basis  
1:24:03 2 and that he should complete his portion, and  
11:24:07 3 Victor -- were it not I, Victor would have  
11:24:13 4 certainly told him this is a project that  
11:24:14 5 should not be talked about.

11:24:16 6 Q. Did you ever tell him that?

11:24:17 7 A. I don't recall if I told him, but Victor I  
11:24:21 8 think most certainly would have.

11:24:23 9 Q. And did Victor tell you, Tyler Winklevoss or  
11:24:28 10 Cameron -- or Divya Narendra that he  
11:24:31 11 informed Mr. Jackson of his confidentiality  
11:24:34 12 obligations?

11:24:35 13 A. I don't recall. I don't know. I can't say  
1:24:39 14 specifically if -- to my recollection, Mr.  
11:24:46 15 Gao would probably be a better individual to  
11:24:49 16 ask on that term, but I think it was fairly  
11:24:51 17 understood, and just like Victor brought  
11:24:53 18 Mark up to speed in terms of proprietary  
11:24:58 19 information, he would have done so with Joe  
11:25:00 20 as well.

11:25:00 21 Q. So is it ConnectU's testimony that Mr.  
11:25:06 22 Jackson was or was not told?

11:25:07 23 A. I believe that he understood that it was  
11:25:10 24 proprietary information, is ConnectU's  
11:25:14 25 position.



11:53:40 1 A. No. We -- there might be an e- -- well, I  
1:53:46 2 don't know if there are e-mails indicating  
11:53:48 3 the work that was -- I forget if we e-mailed  
11:53:53 4 about that, but we had an oral agreement,  
11:53:57 5 and that was about it.

11:53:58 6 Q. And what were the terms of that agreement?

11:53:59 7 A. "Will you complete Section X of website?"

11:54:06 8 "Yes, I will complete it."

11:54:08 9 "How much would you like?"

11:54:09 10 "I would like this amount."

11:54:10 11 "Okay. Here is that amount when you  
11:54:11 12 complete it. And be fully aware that this  
11:54:15 13 code is proprietary and that everything  
1:54:17 14 involved is protected."

11:54:19 15 Q. And you told him he shouldn't share anything  
11:54:23 16 about his work with anyone else?

11:54:25 17 A. Sure.

11:54:27 18 Q. Is that a yes?

11:54:27 19 A. Yes.

11:54:28 20 Q. Okay. When you say Section X was what he  
11:54:33 21 was doing, what is that?

11:54:34 22 A. I don't know. You would have to ask him.  
11:54:35 23 It would have been a section of the site  
11:54:36 24 that was left incomplete. I mean, he  
11:54:40 25 could -- in some -- you know, he would tell

11:54:42 1 us, I guess, what, you know, what needed to  
1:54:44 2 be completed and how long it would take and  
11:54:46 3 whatnot. I mean, you know, that's how  
11:54:50 4 computer software development works,  
11:54:51 5 people -- you ask the developer, say, "Look,  
11:54:53 6 we need help," they tell you how much time  
11:54:55 7 and work and money, and you agree to it.

11:54:58 8 Q. And how do you know that; that's how  
11:55:00 9 software development works?

11:55:03 10 A. Because that's what I do. We do -- have  
11:55:06 11 done contract software work.

11:55:09 12 Q. You mean you've hired people?

11:55:10 13 A. Well, I mean in software. You break your  
1:55:14 14 muffler and you go to Meineke and they give  
11:55:16 15 you an estimation. It's called estimation  
11:55:18 16 of, you know, what the project entails.

11:55:20 17 Q. How much did you pay Victor Gao?

11:55:22 18 A. I think we paid him a couple hundred  
11:55:24 19 dollars. Again, I don't know the exact  
11:55:26 20 amount. And I couldn't quote you an exact  
11:55:29 21 hourly rate.

11:55:38 22 Q. And in fall 2003 until -- after Mark  
11:55:43 23 Zuckerberg -- well, let me put it this way.

11:55:46 24 After June of 2003 did Victor Gao do  
11:55:49 25 anything further for you?

11:55:50 1 A. I don't -- he may have gone into the server.  
1:55:53 2 He may have looked around. He may have been  
11:55:55 3 curious. He had access to the server. And  
11:56:00 4 I'm not sure if he completed anything.  
11:56:02 5 Q. Did anyone else have access to the server?  
11:56:05 6 A. I don't believe anybody other than the  
11:56:09 7 programmers have had access to the server.  
11:56:14 8 Q. And how is "access" defined?  
11:56:17 9 A. Being the ability to log in.  
11:56:21 10 Q. And was it through a password or something?  
11:56:27 11 A. It would be password protected, yeah, it  
11:56:29 12 would have been password protected.  
11:56:30 13 Q. And where was the server located?  
1:56:33 14 A. What state or what -- on the -- where on the  
11:56:38 15 World Wide Web or...  
11:56:40 16 Q. Let's say what state?  
11:56:41 17 A. I don't actually -- I don't know what state  
11:56:44 18 it would have been in.  
11:56:45 19 Q. Was it a Harvard server?  
11:56:47 20 A. No, it was not a Harvard server.  
11:56:48 21 Q. So what company provided that?  
11:56:50 22 A. I believe it was Hurricane Electric.  
11:56:56 23 Q. Okay. Now, you had said earlier that Sanjay  
11:57:02 24 Mavinkurve created the registration. How  
11:57:04 25 did that registration work?

02:52:10 1 you know, -- it didn't look like they were  
02:52:13 2 going to be able to finish it. And they  
02:52:17 3 were underqualified. So after that we  
02:52:19 4 approached iMarc and had them develop the  
02:52:22 5 site.

02:52:23 6 Q. And when did you bring iMarc on board?

02:52:26 7 A. I believe it was like in March, maybe  
02:52:33 8 March -- middle of March, something like  
02:52:39 9 that, I think.

02:52:40 10 Q. And what did iMarc do?

02:52:42 11 A. IMarc started -- they basically programmed  
02:52:46 12 the site from scratch over, because the php  
02:52:49 13 at that point, the work from  
02:52:52 14 HarvardConnection was -- many people had  
02:52:54 15 worked with it. And it was easier to  
02:52:56 16 basically start again, clean slate.

02:52:59 17 Q. Now, did you enter into any kind of  
02:53:02 18 nondisclosure agreement with iMarc?

02:53:04 19 A. Yeah, we had an NDA with them, yeah.

02:53:08 20 Q. And was there any new confidential  
02:53:11 21 information developed?

02:53:11 22 A. Any confidential information developed. I  
02:53:19 23 can't recall right now. I don't believe so.  
02:53:24 24 Between Animal 57 and iMarc or --

02:53:28 25 Q. No, after signing the agreement with iMarc.

02:53:30 1 A. Oh, well, you know, there were -- sure,  
02:53:40 2 sure, we would have developed ideas and  
02:53:41 3 stuff that would have been confidential,  
02:53:44 4 sure.

02:53:45 5 Q. And how long did it take for iMarc to  
02:53:48 6 complete the website?

02:53:49 7 A. I believe they did it in two months, working  
02:53:51 8 very, very hard and very fast.

02:53:55 9 Q. And how many people were staffed on the  
02:53:58 10 ConnectU project?

02:53:58 11 A. I think there was one lead project manager,  
02:54:00 12 one lead programmer and there may have  
02:54:05 13 been -- there might have been -- there was a  
02:54:07 14 graphics person who did graphics. So there  
02:54:10 15 was two, three people, one person sort of  
02:54:12 16 making sure all the ducks were in a row, one  
02:54:15 17 person programming, lead programmer, one  
02:54:18 18 graphics individual, and there may have been  
02:54:19 19 another programmer time to time.

02:54:24 20 Q. And when did ConnectU launch?

02:54:28 21 A. I believe -- I'm going to say May 25th,  
02:54:32 22 2004, but I don't know that date for sure.  
02:54:34 23 I know it was at the end of May.

02:54:36 24 Q. Since the nondisclosure agreement with iMarc  
02:54:41 25 what is the confidential information that

02:54:43 1 was created?

02:54:43 2 MR. HORNICK: Objection. And this  
02:54:44 3 is outside the scope. And I'm going to ask  
02:54:47 4 you, this is really not relevant to the  
02:54:52 5 case. And what I -- rather than getting  
02:54:54 6 into a fight over it, what I would suggest  
02:54:55 7 that you do is you put that into a separate  
02:54:58 8 30(b)(6) notice and let's fight over it  
02:55:00 9 before you have a witness on it, because I  
02:55:02 10 don't really think you're entitled to our  
02:55:05 11 current confidential information.

02:55:06 12 MR. CHATTERJEE: The notice says  
02:55:08 13 the concept, design and development of the  
02:55:10 14 ConnectU website.

02:55:10 15 MR. HORNICK: Yeah, it doesn't say  
02:55:11 16 what the trade secrets are. You've got a  
02:55:13 17 separate one up there for the confidential  
02:55:15 18 information that was shared with Zuckerberg.  
02:55:18 19 That's No. 2. Why are you entitled to our  
02:55:21 20 current confidential information? What does  
02:55:23 21 that have to do with any of the claims or  
02:55:25 22 defenses or counterclaims?

02:55:26 23 MR. CHATTERJEE: It has to go with  
02:55:28 24 the efforts to mitigate any damages. It is  
02:55:31 25 directly relevant if you create any new

02:55:32 1 intellectual property, so --

02:55:32 2 MR. HORNICK: I'm sorry, you can't

02:55:33 3 have it today.

02:55:33 4 MR. CHATTERJEE: -- what he

02:55:33 5 considered is confidential.

02:55:34 6 MR. HORNICK: It's outside the

02:55:34 7 scope.

02:55:35 8 MR. CHATTERJEE: Mr. Hornick --

02:55:37 9 MR. HORNICK: You listen to me.

02:55:38 10 MR. CHATTERJEE: No, you listen to

02:55:39 11 me.

02:55:39 12 MR. HORNICK: You assert --

02:55:40 13 MR. CHATTERJEE: You're instructing

02:55:41 14 him not to answer; is that correct?

02:55:42 15 MR. HORNICK: Yes, I am.

02:55:43 16 MR. CHATTERJEE: Okay. Thank you.

02:55:43 17 There's no need to get involved in a debate

02:55:46 18 if you're instructing him not to answer.

02:55:48 19 MR. HORNICK: But I tried to do it

02:55:48 20 with you in a reasonable way. I suggested

02:55:50 21 to you that you do a separate 30(b)(6), and

02:55:52 22 let's fight over it properly. Let's take it

02:55:53 23 before the Judge if we have to, let you take

02:55:53 24 a little time and think about whether you

02:55:53 25 think you really need that and whether

02:55:59 1 you're really entitled to it before we waste  
02:55:59 2 time during this deposition. I --

02:56:01 3 MR. CHATTERJEE: Mr. Hornick --

02:56:01 4 MR. HORNICK: If you want to work  
02:56:01 5 this out --

02:56:01 6 MR. CHATTERJEE: -- if you want to  
02:56:02 7 meet and confer, we can do that outside of  
02:56:03 8 the deposition. I do not --

02:56:03 9 MR. HORNICK: -- when you're trying  
02:56:06 10 to ask the witness questions about it. This  
02:56:09 11 is a very, very sensitive area.

02:56:11 12 MR. CHATTERJEE: Mr. Hornick, all  
02:56:12 13 you need --

02:56:12 14 MR. HORNICK: I don't think the  
02:56:13 15 Judge is going to tell you that you can have  
02:56:14 16 this information.

02:56:15 17 MR. CHATTERJEE: All you need to do  
02:56:15 18 is instruct the witness not to answer.

02:56:15 19 MR. HORNICK: I'm trying to work it  
02:56:15 20 out --

02:56:15 21 MR. CHATTERJEE: Your objections  
02:56:16 22 have been coaching the witness. This is not  
02:56:18 23 a time to resolve that. We'll meet and  
02:56:20 24 confer later.

02:56:20 25 MR. HORNICK: Okay.



02:56:22 1 BY MR. CHATTERJEE:

02:56:22 2 Q. What development work was done on the  
02:56:26 3 ConnectU website after signing up with  
02:56:29 4 iMarc?

02:56:30 5 A. Development?

02:56:31 6 Q. Yes.

02:56:31 7 A. Well, we -- they basically started from a  
02:56:36 8 clean slate and coded the site from ground  
02:56:40 9 up. And I think you probably have the site  
02:56:44 10 map that we gave them. And that would  
02:56:47 11 pretty much outline the initial phase of  
02:56:49 12 development.

02:56:49 13 Q. And was it changed in any way?

2:56:50 14 A. You know, it might have -- sure, it might  
02:56:58 15 have been changed to some extent. As I  
02:57:01 16 said, the HarvardConnection development was  
02:57:03 17 in arrested development from November 2003.  
02:57:05 18 Nothing was implemented in that site or at  
02:57:07 19 least implemented and given to us. So  
02:57:09 20 certainly there is changes in the website.

02:57:12 21 Q. Okay. Have all the rights associated with  
02:57:23 22 the HarvardConnection partnership been  
02:57:26 23 transferred to ConnectU LLC?

02:57:29 24 MR. HORNICK: Objection, calls for  
02:57:31 25 a legal conclusion but you can testify to

02:57:32 1 the extent that you know facts relating to  
02:57:35 2 that question.

02:57:35 3 A. I know that Victor and Joseph, they  
02:57:38 4 transferred their rights, and I believe we  
02:57:40 5 have a dual ownership of -- or dual license  
02:57:44 6 with Sanjay.

02:57:45 7 Q. And that's for the copyrights or for all  
02:57:49 8 rights?

02:57:50 9 MR. HORNICK: Objection. It calls  
02:57:51 10 for a legal conclusion --

02:57:53 11 A. I believe --

02:57:52 12 MR. HORNICK: -- and legal  
02:57:53 13 testimony.

2:57:54 14 THE WITNESS: Sorry. Sorry.

02:57:56 15 A. I believe that entails the copyrights, and I  
02:58:00 16 would assume also all the all rights. I  
02:58:02 17 don't know the answer to the other portion  
02:58:04 18 of that question.

02:58:07 19 Q. And how is it that ConnectU LLC owns the  
02:58:13 20 trade secrets of the HarvardConnection  
02:58:15 21 partnership?

02:58:16 22 A. We transferred like myself, Tyler and Divya  
02:58:20 23 transferred the rights of our trade secrets  
02:58:24 24 to ConnectU.

02:58:25 25 Q. And how did you do that?

04:26:44 1 e-mails, but I believe that we talked about  
04:26:46 2 a co-ownership. I think so.

04:26:50 3 Q. Did ConnectU or anyone else give anything of  
04:26:52 4 value to Mr. Mavinkurve for his agreement to  
04:26:55 5 transfer his rights in the code to ConnectU?

04:26:59 6 A. We -- no, we did not give any value to --  
04:27:02 7 anything of value with respect to that, no.

04:27:07 8 Q. What -- when you communicated with Mr.  
04:27:10 9 Mavinkurve about assigning his rights to  
04:27:13 10 ConnectU, did you tell him why you wanted  
04:27:16 11 him to do that?

04:27:18 12 MR. HORNICK: Objection, assumes  
04:27:19 13 facts not in evidence. You can answer.

04:27:21 14 A. I believe that when I sent an e-mail to him  
04:27:26 15 stating that, you know -- regarding the  
04:27:30 16 rights and whatnot, that -- as to why we  
04:27:39 17 need the authorship, I believe I indicated  
04:27:41 18 that we just needed to basically get our  
04:27:44 19 ducks in a row. This is our code, and we  
04:27:47 20 need to formalize it.

04:27:48 21 Q. So does Mr. Mavinkurve still have an  
04:27:55 22 ownership interest in the code per your  
04:27:57 23 understanding?

04:27:58 24 A. Per my understanding, I believe he's able to  
04:28:00 25 use it at will.

04:28:04 1 Q. Okay. Does Mr. Gao still have any ownership  
04:28:07 2 interest in the HarvardConnection code --  
04:28:09 3 A. He does not.  
04:28:10 4 Q. -- per your understanding?  
04:28:11 5 A. He does not.  
04:28:12 6 Q. Did Mr. Gao assign his rights to the  
04:28:15 7 HarvardConnection code --  
04:28:17 8 A. Yes.  
04:28:17 9 Q. -- to ConnectU?  
04:28:18 10 A. Yes, he did.  
04:28:19 11 Q. When did he do that?  
04:28:20 12 A. Well, as I said, the moment we had a  
04:28:25 13 development for hire, when he -- when I  
04:28:28 14 hired him to write work and I paid him for  
04:28:30 15 work, his contract was to write code for me.  
04:28:33 16 So I own that code, okay? When he wrote  
04:28:36 17 that code over to me was July 2004, but I  
04:28:40 18 effectively owned it the day he -- I paid  
04:28:43 19 him for the code.  
04:28:45 20 Q. Okay.  
04:28:45 21 A. Does that make sense?  
04:28:47 22 Q. Other than the -- you think you paid him  
04:28:49 23 about \$200 altogether?  
04:28:51 24 A. Could have been more, up -- a little more  
04:28:55 25 than that, I would say.

04:28:56 1 Q. How much?

04:28:56 2 A. I would say maybe closer to \$400.

04:28:59 3 Q. Okay. And you made those payments at or

04:29:02 4 near the time he was doing the coding,

04:29:04 5 correct?

04:29:04 6 A. Yes. It would have been right after

04:29:08 7 completion, yeah.

04:29:08 8 Q. In July 2004 when Mr. Gao entered into some

04:29:15 9 further agreement with you or ConnectU

04:29:18 10 regarding the code, did he receive at that

04:29:20 11 time anything of value --

04:29:22 12 A. No.

04:29:22 13 Q. -- from you?

04:29:23 14 A. No.

04:29:26 15 Q. Did you have any communications with Mr. Gao

04:29:27 16 about why you wanted him to enter into this

04:29:31 17 agreement in July 2004?

04:29:32 18 A. As I said before, this was actually really

04:29:36 19 an agreement that already had been entered

04:29:39 20 into. It was more of a formalization. His

04:29:41 21 signing over of copyright, I could have

04:29:44 22 given that to him -- the moment he wrote

04:29:45 23 code for me, it was my ownership.

04:29:48 24 Q. Again, my question was, did you have any

04:29:50 25 communications with him regarding him

1 In the United States District Court  
2 For the District of Massachusetts

3 I, Jessica L. Williamson, Registered,  
4 Merit Reporter, Certified Realtime Reporter  
5 and Notary Public in and for the  
6 Commonwealth of Massachusetts, do hereby  
7 certify that CAMERON H. WINKLEVOSS, the  
8 witness whose deposition is hereinbefore set  
9 forth, was duly sworn by me and that such  
10 deposition is a true record of the testimony  
11 given by the witness.

12 I further certify that I am neither  
13 related to or employed by any of the parties  
14 in or counsel to this action, nor am I  
15 financially interested in the outcome of  
16 this action.

17 In witness whereof, I have hereunto set  
18 my hand and seal this 11th day of August,  
19 2005.

20

21

*Jessica L. Williamson*

22

23

Jessica L. Williamson, RMR, RPR, CRR

24

Notary Public, CSR No. 138795

25

My commission expires: 12/18/2009